STATE OF NORTH CAROLINA

COUNTY OF FORSYTH   AGREEMENT

This Agreement is made on _October 19_, 2009, between Paytel Communications, Inc., City of Greensboro, State of North Carolina and Forsyth County, North Carolina on behalf of the Forsyth County Sheriff's Office.

The parties agree as follows:

1.   Forsyth County will contract with Sungard Public Sector, Inc. to provide the interface between the OSSI software utilized by the Forsyth County Sheriff's Office as an add-on to the original software contract #2004-226 and the PayTel-Radical Inmate Phone System for a one time fee of $2,500 which includes year one maintenance. This interface also has a second year maintenance cost of $400. Subsequent terms of annual maintenance shall be billed at SunGard's then prevailing rate.

2.   Pay-Tel Communications has paid $1,250 directly to Sungard Public Sector for the above referenced interface. Forsyth County will be billed by Sungard Public Sector, Inc for the unpaid portion of the interface and on-going annual maintenance. See Attachment A incorporated herein by reference.

3.   PayTel Communications, Inc. will reimburse Forsyth County $1,250 for the portion of the interface cost paid by Forsyth County. PayTel will also reimburse Forsyth County for all on-going maintenance fees that are a direct result of the above mentioned interface as outlined in attachment B "Sungard SOW #1021" incorporated herein by reference. Paytel agrees to reimburse the County pursuant to this paragraph in connection with and in furtherance of Paytel's contract with the County under contract number 2001- 434.

This document including any attachments is the entire agreement between the parties. This Contract is governed by the laws of the State of North Carolina.

Forsyth County

Dudley Watts (signature)   _6-21-09_
Dudley Watts, Jr.   Date
County Manager

Forsyth County Sheriff's Office

William T. Schatzman (signature)   _10-7-09_
William T. Schatzman   Date
Sheriff

PAYTEL Communications, Inc.

(signature)   _10|6|09_
                       Date

Printed Name   JOHN R TAYLOE

Approved as to form and legality

OCT 2 1 2009

FORSYTH COUNTY, N.C.
By_(signature)_
Assistant County Attorney

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungard.com/publicsector

Invoice

Company	Document No	Date	Page
400	14251	21/Oct/2008	1 of 1

Bill To: Paytel Communications
PO Box 8179
GREENSBORO, NC 27419
United States
Attn: John Tayloe

Ship To: FORSYTH COUNTY SHERIFF`S OFFICE
200 N MAIN ST
WINSTON-SALEM, NC 27101
United States
Attn: Karen Taylor 336-748-4100 ext.3318

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5280	FORSYTH COUNTY SHERIFF`S OFFICE		USD	NET30	20/Nov/2008

No	SKU Code/Description/Comments	Units	Rate	Extended
	Interface to Paytel-Radical Inmate Phone System, Per SOW id # 1021, SCR# 2008-4547, 50% due upon Contract Signing	1.00	1,250.00	1,250.00
	Tax (Type - SR)	1.00	0.00	0.00
			Page Total	1,250.00

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	1,250.00
Sales Tax	0.00
Invoice Total	1,250.00
Payment Received	1,250.00
Balance Due	0.00

PSA Reference Number: OSSI-2008-5329

SCOPE OF WORK

INTERFACE TO PAYTEL-RADICAL INMATE PHONE SYSTEM

SUNGARD PUBLIC SECTOR
OSSI

Provided to: FORSYTH COUNTY, NC

SOW ID: 1021

SCR #: 2008-4547

Date: September 8, 2008

Revision Date:

Executive Summary

FORSYTH COUNTY, NC (Customer) has requested that SUNGARD PUBLIC SECTOR INC. (SunGard) provide a written quote and Scope of Work (SOW) ordering SunGard to undertake the application software development project more fully described herein (also referred to as "work" or "project" or "implementation").

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, "Parties Responsibilities" which documents each party's responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the customer.

Parties Responsibilities

Client Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.

2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

1. The customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Development Beta Testing

1. Customer agrees to participate in a beta test period requiring Customer to test functionality outlined in this SOW. In addition, Customer understands that the beta

release version may also contain other new and unrelated development items that are also in a beta test stage.

SunGard Responsibilities

1. Provide the Customer with a detailed SOW for the proposed work.

2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.

3. Provide a project manager and assigned staff for the project.

4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Background

The Customer would like to interface OSSI JMS software with Pay-Tel Communications' inmate phone system installed at the Forsyth County Detention Center. This interface will export an inmate's name and ID number on active bookings to the Pay-Tel system so that a phone account for the inmate can be created in the Pay-Tel system. The interface will also send an update when the inmate is released from the detention facility so the phone account can be disabled in the Pay-Tel system.

Specifications

SunGard will provide the following to meet the needs of the customer:

1. SunGard will provide a new switch allowing OSSI JMS customers to indicate that they intend to utilize the newly developed interface to the Pay-Tel-Radical Inmate Phone System. All functionality described in this document will depend upon this switch being enabled by the OSSI JMS customer.

2. When the switch in specification 1 is enabled, SunGard will invoke functionality on the successful save of any new inmate booking record (via Full Booking Module) and on the successful release of an inmate via the OSSI JMS standard Inmate Release functionality. For each successful booking and release, a record will be written to a table on the OSSI JMS Application server. The file name will be PAYTEL.DBF (Pay-Tel Transfer Database Table). This file will be stored in the OSSIAPPS\JAILFILES\PAYTEL folder on the OSSI JMS Application server.

3. The following information is included for each record in PayTel.DBF:
   a. Name_ID – unique numeric key for this individual
   b. Last name – max 20 characters
   c. First name – max 20 characters
   d. Middle name – max 15 characters
   e. Active flag – indicates status of booking (active, inactive)

4. SunGard will also provide an external application (executable) which will be continuously executed on the customer's OSSI JMS Application Server. Alternatively, this application may be run on another workstation as approved by SunGard. This application will periodically determine if any unprocessed records exists in the PAYTEL.DBF file as defined

in specification 2 above. The customer will be able to specify the execution interval, in minutes, for this application. If unprocessed records in the PAYTEL.DBF file are found, these records will be written to an XML file. As records are included in the export file, they will be marked as 'Processed' in the PAYTEL.DBF file so they are not processed again.

5. The structure of the XML export file is described in a separate document provided by PayTel: *Radical Controlled Access Telephony System External Interface XML Control Document, version 2.2 April 23, 2004.*

   The table below defines specific data elements from the OSSI JMS database that will be included in the XML export file.

INMATE IDENTIFICATION RECORD Attributes supported by OSSI interface		
CATS XML Attribute	OSSI JMS data	Comments
INMATE-ID	Name_ID	Unique numeric value associated with the individual. Length 8 digits, pad left with zeroes.
LAST-NAME	Lastname	Max length 20
FIRST-NAME	Firstname	Max length 20
MIDDLE-NAME	Middlename	Mav length 15
DISPOSITION	Bkstatus	"ACTIVE" will be sent on active bookings and "DISABLED" on releases or inactive bookings

6. Once the XML file is successfully created, SunGard will send the file to the Pay-Tel Inmate Phone System via File Transfer Protocol (FTP). This functionality is dependent upon the FTP capabilities of the server/workstation on which the application referred to in specification 3 is continuously executed. SunGard will provide the ability for the customer to specify the IP Address, User Name, User Password, and directory path of the Pay-Tel FTP Host. These settings will be used to establish the FTP connection and transfer the ASCII text file to the Pay-Tel Inmate Phone System.

7. Upon successful transmission of the XML export file, the file will be deleted from the OSSI JMS Application server. It will be re-created as necessary according to specification number 4.

8. The Customer is solely responsible for all aspects of the network infrastructure, cabling, system software, etc. associated with the proposed development. This includes ensure proper FTP components are configured to support FTP transfer of information from SunGard's application to the Pay-Tel Inmate Phone System.

9. If the export file is created and the FTP process fails to send the file, the export file will not be deleted from the OSSI JMS Application Server. As additional bookings create additional records in the PAYTEL.DBF file and SunGard's application executes, additional records will be placed in the already existing XML file if it still exists and the FTP process will continue.

10. The creation of records within the PAYTEL.DBF and the sending of records to the Pay-Tel Inmate Phone System are independent functions. In other words, if SunGard's external application which creates the text file is not running, records will still be written to the PAYTEL.DBF file as new inmate are booked or released.

11. Only inmates booked and/or released from SunGard's OSSI JMS application subsequent to the installation of this new JMS executable will be transferred to the Pay-Tel Inmate Phone system. When the Pay-Tel Interface switch as mentioned in Specification 1 is activated, SunGard will prompt the user to create entries in the PAYTEL.DBF file for current Active inmates.

12. This interface will require an update of SunGard's OSSI Jail Management application.

13. Additional modifications to the Pay-Tel Inmate Phone System interface are subject to additional funding. This includes, but is not limited to, changes to the export file layout.

Requirements and Assumptions

1. Data exported from the OSSI JMS database is limited to the items enumerated in Specification #5. In addition, a unique transaction ID will be generated as required by the documentation: *Radical Controlled Access Telephony System External Interface XML Control Document, version 2.2 April 23, 2004.*

2. Only two actions will trigger the export of data within the OSSI JMS software: when a new "active" booking is added to the OSSI JMS database and when an inmate is released from OSSI JMS and the status of the booking record is changed to "Inactive." Changes to the inmate's name record, including changes to First, Middle or Last names will NOT trigger an update to the data export file.

3. Network installation and maintenance are the responsibility of Customer. The workstation/server where the new application is running must be able to connect to the specified directory or FTP site where export file is to be stored for retrieval by Pay-Tel.

4. SunGard assumes that the destination directory is accessible via a standard Windows UNC pathname from the workstation where SunGard's application will reside. It is the customer's responsibility to verify and maintain connectivity to the directory through the Windows UNC path name setting.

5. SunGard assumes that the destination FTP site is accessible and authentication established via username and password provided by the Customer and/or Pay-Tel. It is the customer's responsibility to verify and maintain connectivity to the FTP site and ensure that sufficient rights associated with the username and password are available to create/copy files on/to the FTP server.

6. Any necessary changes to the interface provided by SunGard are subject to additional funding. This includes, but is not limited to, changes to the Pay-Tel export file format.

7. The proposed interface is a one-way interface. SunGard will create a single source file containing records to be imported into the Pay-Tel System. SunGard will not accept any data from the Pay-Tel System as input into the SunGard OSSI Jail Management application.

8. Features and/or functionality not specifically detailed in this 'Statement of Work' are considered 'out of scope'.

Documentation

Documentation is not applicable.

Training

End User training for this project is not applicable.

Pricing

SunGard will perform its responsibilities under this SOW for a one-time fee of $2,500.00 as detailed in Quote # CPGLQ2001.

Annual maintenance is available for the software application code created hereunder. The initial term of annual maintenance is included in the fee listed above. The fee to be billed for the second term of annual maintenance shall be equal to 16 % of the fee listed above" or $400.00. Subsequent terms of annual maintenance shall be billed at SunGard's then prevailing rate. The above quote is exclusive of any tax or any travel & living expense which may be applicable.

Pricing herein is valid for 45 business days after Customer has received this written SOW.

Installation

SunGard is proposing to deliver the files necessary to fulfill the functionality described in this SOW as part of the December 2008 beta release version.

Proposed delivery dates assume that this SOW is signed by an authorized representative of Customer and returned to SunGard no later than September 15, 2008. Failing to return the signed SOW by this date may result in this project being pushed to the next subsequent beta release.

Contract Terms

The project detailed within this SOW shall be governed by the existing Contract and Agreement between Customer and SunGard plus the terms below which shall supersede any conflicting terms in the Contract and Agreement. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License & Services Agreement and the Licensed Program Support Agreement between the parties hereto.

1. SunGard is the sole owner of the Source Code, design specifications and associated documentation herein which relate to SunGard's Licensed Programs and which constitute the proprietary information and trade secrets of SunGard and are protected under the terms of the Contract and Agreement.

2. If applicable, any code created hereunder will be licensed to Customer under the terms of the Contract and Agreement. There is no testing and acceptance period or warranty for any product or service provided herein.

3. SunGard's liability for damages to Customer for any cause whatsoever under this SOW, regardless of the form of action, is limited to the total amount of fees paid by Customer under this SOW. In no event will SunGard be liable for any consequential, incidental, or special damages even if SunGard has been advised of their possibility.

4. Unless otherwise specified herein, payment terms are: 50% due upon execution hereof and 50% due upon completion. Travel and living expenses are in addition to the prices quoted herein and will be invoiced as incurred and shall be governed by the SunGard Corporate Travel and Expense Reimbursement Policy. Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately

5. If mentioned in the Pricing section above, optional maintenance is available for the software application code created herein, provided Customer has paid the annual maintenance fee. Maintenance of any software application code created hereunder is not mandatory for continuation of the license. Any maintenance services shall be provided under the terms and conditions related to maintenance and Support Services in the Contract and Agreement. The initial term of maintenance, to be paid in advance, begins upon execution of this SOW and extends for a twelve (12) month term. Subsequent terms of maintenance will be for twelve (12) month periods, commencing at the end of the prior support period.

6. Preprinted conditions and all other terms not included in this SOW or in the Contract and Agreement, stated on any purchase order or other document ~~~~~~~ Customer are of no force or effect, and the terr *See copy behind for* Agreement and any amendments thereto, shall *original sheet* writing by SunGard to Customer.

CA

SOW. # 1021
SCR: # 2008.4547
Title: INTERFACE TO PAYTEL-RADICAL INMATE PHONE SYSTEM

As an authorized representative of Customer, I hereby agree to the terms of this SOW including all project specifications, party responsibilities, and pricing.

For: Forsyth County
Sheriff Schatz~~~~~
~~Major James~~
Printed Name   Signature   *9.5-09*
                                         Date

SunGard Public
Sector Inc.
Christine Spoon
Printed Name   Signature   *7-8-09*
                                         Date

Forsyth County
J. Dudley Watts, Jr.
Printed Name   *Signature*   *Date*

3. SunGard's liability for damages to Customer for any cause whatsoever under this SOW, regardless of the form of action, is limited to the total amount of fees paid by Customer under this SOW. In no event will SunGard be liable for any consequential, incidental, or special damages even if SunGard has been advised of their possibility.

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6. Preprinted conditions and all other terms not included in this SOW or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto, shall control unless expressly accepted in writing by SunGard to Customer.

Project Authorization

SOW: # 1021
SCR: # 2008-4547
Title: INTERFACE TO PAYTEL-RADICAL INMATE PHONE SYSTEM

As an authorized representative of Customer, I hereby agree to the terms of this SOW including all project specifications, party responsibilities, and pricing.

For: Forsyth County   Sheriff Schatzman Major James   9-9-09
                  Printed Name   Signature   Date

SunGard Public   Christine Spoon   9-8-09
Sector Inc.   Printed Name   Signature   Date

Forsyth County
                  Printed Name   Signature   Date